

**AMENDMENT NO. ONE  
TO THE  
CONTRACT FOR  
SOFTWARE MAINTENANCE SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
FISCHER MANAGEMENT SERVICES, INC.**

**THIS AMENDMENT NO. 1** is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Fischer Management Services, Inc. (hereinafter referred to as "Contractor"), located at 13727 Noel Road, Suite 900, Dallas, Texas 75240, to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, on September 1, 2017, the parties entered into that one certain *Contract for Software Maintenance Services Between the Texas Facilities Commission and Fisher Management Services, Inc.*; and

WHEREAS, pursuant to the terms of the Contract the Parties may, by execution of a written amendment, renew the Contract for two (2) additional one (1) year periods under the same terms and conditions, plus any approved changes; and

WHEREAS, the Parties desire to renew the Contract for the first of two (2) additional one (1) year periods and to satisfy statutory requirements of the Texas Legislature, 85<sup>th</sup> Regular Legislative Session, by adding one (1) provision to the Contract;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE II – TERM, SECTION 2.1(a) – CONTRACT AWARD, by deleting Section 2.1(a) in its entirety and replacing it with Section 2.1(a) as follows:

**"CONTRACT AWARD.** (a) This Contract shall be effective as of September 1, 2017 and shall expire on August 31, 2019, unless extended by the parties by amendment to this Contract or terminated earlier, as provided in Section 2.2 set forth below. This Contract may be renewed for one (1) remaining one (1) year period, provided that renewal is executed by written amendment to this agreement prior to expiration of the current contract term. Any renewals shall be at the same terms and conditions, plus any approved changes."

2. Additionally, the parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.1(a) – CONTRACT LIMIT AND FEES AND EXPENSES by deleting Section 3.1(a) in its entirety and replacing it with Section 3.1(a) as follows:

**"CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of One Hundred Thirty-Seven Thousand Four Hundred Sixteen and 04/100 Dollars (\$137,416.04). This amount includes the Fiscal Year (FY) 2017 - 2018 contract base fee amount of Seventy-Seven Thousand Two Hundred Eighty-Six and 00/100 Dollars (\$77,286.00), and the FY 2018 - 2019 contract base fee amount of Sixty Thousand One Hundred Thirty and 04/100 Dollars

(\$60,130.04). Pricing fees will be invoiced in accordance with Exhibit B – Compensation & Fees. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit B – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

3. The parties hereby agree to modify ARTICLE IX, CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.15, respectively, as follows:

“9.15. **PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

4. Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of September 1, 2018.

**TEXAS FACILITIES COMMISSION**

**FISCHER MANAGEMENT SERVICES, INC.**

By: DocuSigned by:  
**JOHN RAFF**  
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John S. Raff

Interim Executive Director

Date of execution: 08/31/2018 | 4:33 PM CDT

By: DocuSigned by:  
**Sharon Friedberg**  
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Print Name: Sharon Friedberg

Print Title: Senior Vice President

Date of execution: 08/30/2018 | 2:45 PM CDT

GC. NRG

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